



State of Utah

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Department of Administrative Services

RICHARD K. ELLIS
Executive Director

Division of Facilities Construction and Management

F. KEITH STEPAN
Director

ADDENDUM # 2

Date: 07-17-2006

To: Contractors

From: Lynn Hinrichs, Project Manager, DFCM

Reference: 192 Bed Addition – Central Utah Correctional Facility
Department of Corrections
DFCM Project No. 06041110

Subject: **Addendum No. 2**

Pages: Addendum Cover 1 Page
Project Manager Notes 1 Page
2 Pages

Note: This Addendum shall be included as part of the Contract Documents. Items in this Addendum apply to all drawings and specification sections whether referenced or not involving the portion of the work added, deleted, modified, or otherwise addressed in the Addendum. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

1.1 See Attached pages.

End of Addendum

1. Due to the small number of firms attending the mandatory pre-proposal meeting, we anticipate that there will not be a short listing done for this project. All firms which attended the required meeting and that submit the required information will be permitted to interview on this project. Interviews are scheduled to occur on Monday, July 31st, at the Department of Corrections, 14717 South Minuteman Drive, Draper, Utah 84020. Please reference our web site after 7/19/06 for your interview time.

2. The following clarifications are being made to the standard CM/GC agreement and are revised here by addendum. The added text to the document is indicated by *italics*, all other text to remain unchanged:

5.2 CONSTRUCTION PHASE COMPENSATION. The Construction Phase will be based on the final agreed upon scope of Work as shown on the approved drawings and specifications. After the final drawings and specification are approved, DFCM shall modify this Agreement to reflect a Guaranteed Maximum Price based on the CM/GC's final cost estimate. Agreement to a Guaranteed Maximum Price shall be evidenced by a Modification to this Agreement. Notwithstanding the provisions of Article 3, once the Agreement has been modified to incorporate a Guaranteed Maximum Price, the CM/GC guarantees that the construction cost for the agreed to scope of work will not exceed the Guaranteed Maximum Price. The Guaranteed Maximum Price may only be increased by a duly executed Modification, fully executed by the DFCM, to this Agreement resulting from a change in the scope of work.

The CM/GC's *Construction Management* Fee for Work performed during the entire construction phase duration including punch list completion will be \$_____. This includes the cost as outlined in the _____ Management Plan dated _____, which is hereby made part of this Agreement by reference. *This includes overhead (e.g. home office), profit for the entire job based on the scope of work as defined, and home office personnel who will be managing the project during bidding, construction and closeout, including the warranty period. This fee does not include general conditions, but does include employment taxes, insurance, workers compensation, and benefits for the salaries covered by this subparagraph. This fee is subject to modification only as the scope of the work changes, and can be adjusted appropriately as size of the building changes or the duration of the project is affected by the owner. Following the establishment of the GMP, the CM/GC change order markup described below will compensate the CM/GC for the additional overhead and profit associated with the change in scope, however; it is not anticipated that this fee will be adjusted unless a scope reduction to the project is processed.*

The monthly construction supervision cost, per the proposal, is \$_____ per month for the *approved* duration of the construction work on the project. *This cost shall not apply following substantial completion of the job or for work done later than the approved schedule.*

For additional Work performed by Subcontractors *above the GMP*, the Construction Management firm will be compensated 5% of the subcontract or material price in lieu of the markups otherwise provided for in the General Conditions. This compensation is for coordination and supervision of the subcontract work.